

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 32**

TESLA, INC.

and

(b) (6), (b) (7)(C) an Individual

Case 32-CA-197020

and

(b) (6), (b) (7)(C) an Individual

Case 32-CA-197058

and

(b) (6), (b) (7)(C) an Individual

Case 32-CA-197091

and

**INTERNATIONAL UNION, UNITED
AUTOMOBILE, AEROSPACE AND
AGRICULTURAL WORKERS OF
AMERICA, AFL-CIO**

Case 32-CA-197197

Case 32-CA-200530

**ORDER CONSOLIDATING CASES, CONSOLIDATED
COMPLAINT AND NOTICE OF HEARING**

Pursuant to Section 102.33 of the Rules and Regulations of the National Labor Relations Board (the Board) and to avoid unnecessary costs or delay, IT IS ORDERED THAT Cases 32-CA-197020, Case 32-CA-197058, 32-CA-197091, 32-CA-197197, and 32-CA-200530, which are based on charges filed by **(b) (6), (b) (7)(C)** an Individual, **(b) (6), (b) (7)(C)** an Individual, **(b) (6), (b) (7)(C)** an Individual, and Service Employees International Union, Local 2015 (Union), respectively, against Tesla Motor Corporation (Respondent) are consolidated.

This Order Consolidating Cases, Consolidated Complaint and Notice of Hearing, which is based on these charges, is issued pursuant to Section 10(b) of the National Labor Relations Act

(the Act), 29 U.S.C. § 151 et seq. and Section 102.15 of the Board's Rules and Regulations, and alleges Respondent has violated the Act as described below.

1.

(a) The charge in Case 32-CA-197020 was filed by (b) (6), (b) (7)(C) on April 17, 2017, and a copy was served on Respondent by U.S. mail on April 18, 2017.

(b) The first-amended charge in Case 32-CA-197020 was filed by (b) (6), (b) (7)(C) on July 28, 2017, and a copy was served on Respondent by mail on August 1, 2017.

(c) The charge in Case 32-CA-197058 was filed by (b) (6), (b) (7)(C) on April 17, 2017, and a copy was served on Respondent by U.S. mail on April 18, 2017.

(d) The first-amended charge in Case 32-CA-197058 was filed by (b) (6), (b) (7)(C) on July 28, 2017, and a copy was served on Respondent by mail on August 1, 2017.

(e) The charge in Case 32-CA-197091 was filed by (b) (6), (b) (7)(C) on April 17, 2017, and a copy was served on Respondent by U.S. mail on April 19, 2017.

(f) The first-amended charge in Case 32-CA-197091 was filed by (b) (6), (b) (7)(C) on July 28, 2017, and a copy was served on Respondent by U.S. mail on August 1, 2017.

(g) The charge in Case 32-CA-197197 was filed by the Union on April 19, 2017, and a copy was served on Respondent by U.S. mail on April 20, 2017.

(h) The first-amended charge in Case 32-CA-197197 was filed by the Union on July 28, 2017, and a copy was served on Respondent by U.S. mail on August 1, 2017.

(i) The charge in Case 32-CA-200530 was filed by the Union on June 12, 2017, and a copy was served on Respondent by U.S. mail on June 13, 2017.

(k) The first-amended charge in Case 32-CA-200530 was filed by the Union on July 28, 2017, and a copy was served on Respondent by U.S. mail on August 1, 2017.

2.

(a) At all material times, Respondent, a Delaware technology and design corporation with its headquarters in Palo Alto, California, and an automotive manufacturing facility in Fremont, California (the Facility), has been engaged in the design, manufacture, and sale of electric vehicles and energy storage systems.

(b) During the 12-month period ending August 31, 2017, Respondent, in conducting its operations described above in paragraph 2(a), purchased and received goods valued in excess of \$50,000 directly from sources located outside the State of California.

3.

At all material times, Respondent has been an employer engaged in commerce within the meaning of Sections 2(2), (6), and (7) of the Act and has been a health care institution within the meaning of Section 2(14) of the Act.

4.

At all material times, the Union has been a labor organization within the meaning of Section 2(5) of the Act.

5.

At all material times, the following individuals held the positions set forth opposite their respective names and have been supervisors of Respondent within the meaning of Section 2(11) of the Act and agents of Respondent within the meaning of Section 2(13) of the Act:

(b)(6), 7(C)

[REDACTED]

(b)(6), 7(C)

[REDACTED]

(b)(6), 7(C)

[REDACTED]

(b)(6), 7(C)

[REDACTED]

(b)(6), 7(C)

Elon Musk

- Chief Executive Officer

(b)(6), 7(C)

-

(b)(6), 7(C)

-

(b)(6), 7(C)

(b)(6),
7(C)

-

(b)(6), 7(C)

6.

At all material, the following individuals held the positions set forth opposite their respective names and have been agents Respondent within the meaning of Section 2(13) of the Act:

John Does 1-6

- Security Guards

Unknown Human
Resources Agent

-

Agent

7.

(a) Since at least late October 2016, Respondent has maintained the following rules in its Confidentiality Agreement:

(i) These obligations are straightforward. Provided that it's not already public information, everything that you work on, learn about or observe in your work about Tesla is confidential information under the agreement that you signed when you first started. This includes information about customers, suppliers, employees, and anything similar.

(ii) Additionally, regardless of whether information has already been made public, it is never OK to communicate with the media or someone closely related to the media about Tesla, unless you have been specifically authorized in writing to do so.

(iii) Unless otherwise allowed by law or you have received written approval, you must not, for example, discuss confidential information with anyone outside of Tesla,

(iv) take or post photos or make video or audio recordings inside Tesla facilities,

(v) forward work e-mails outside of Tesla or to a personal email account,

(vi) or write about your work in any social media, blog, or book. If you are unsure, check with your manager, HR, or Legal.

(vii) The consequences for careless violation of the confidentiality agreement, could include, depending on severity, loss of employment. Anyone engaging in intentional violation of the confidentiality agreement will be liable for all the harm and damage that is caused to the company, with possible criminal prosecution. These obligations remain in place even if no longer working at Tesla.

(b) About late October 2016 or early November 2016, Respondent, by (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

at Respondent's Facility, during a one-on-one meeting with an employee, prohibited the employee from taking a picture of Respondent's Confidentiality Agreement described above in paragraph 5(a).

(c) On February 10, 2017, Respondent, by its Security Guards, including, but not limited to, Security Guards Nos. 1-4, restrained and coerced off-duty employees who were engaged in leafleting on Respondent's premises outside of Respondent's Facility by repeatedly asking them to produce their employee identification badges and/or telling them to leave Respondent's premises.

(d) On February 10, 2017, Respondent, by (b) (6), (b) (7)(C) Security Guard No. 1, outside the entrance to Door (b) (6), (b) (7)(C) at Respondent's Facility:

(i) On two separate occasions, instructed an off-duty employee to leave Respondent's premises.

(ii) (b) (6), (b) (7)(C) Security Guard No. 1 engaged in the conduct described above in paragraph 5(d)(i) because the employee was engaged in

Union leafleting and to discourage these and other protected, concerted activities.

(e) On February 10, 2017, Respondent, by (b) (6), (b) (7)(C) Security Guard No. 2, outside the entrance to Door (b) at Respondent's Facility:

- (i) told off-duty employees to leave Respondent's premises.
- (ii) Security Guard No. 2 engaged in the conduct described above in paragraph 5(e)(i) because the employees were engaged in Union leafleting and to discourage these and other protected, concerted activities.

(f) On February 10, 2017, Respondent, by (b) (6), (b) (7)(C) Security Guard No. 3, outside the entrance to Door (b) at Respondent's Facility:

- (i) told off-duty employees to leave Respondent's premises.
- (ii) Security Guard No. 3 engaged in the conduct described above in paragraph 5(f)(i) because the employees were engaged in Union leafleting and to discourage these and other protected, concerted activities.

(g) On February 10, 2017, Respondent, by (b) (6), (b) (7)(C) Security Guard No. 4, outside the entrance to Door (b) at Respondent's Facility:

- (i) told an off-duty employee to leave Respondent's premises.
- (ii) Security Guard No. 4 engaged in the conduct described above in paragraph 5(g)(i) because the employee was engaged in Union leafleting and to discourage these and other protected, concerted activities.

(h) On February 10, 2017, Respondent, by (b) (6), (b) (7)(C) near the (b)(6), 7(C) to Respondent's Facility by the Receiving Addition:

- (i) told an off-duty employee to leave the premises.
- (ii) (b) (6), (b) (7)(C) engaged in the conduct described above in paragraph 5(h)(i) because the employee was engaged in Union leafleting and to discourage these and other protected, concerted activities.

(i) On February 10, 2017, Respondent, by an unnamed Human Resources Agent who was called by (b) (6), (b) (7)(C) during a phone conversation:

- (i) told an off-duty employee who was on medical leave to leave Respondent's premises.
- (ii) The unnamed Human Resources Agent engaged in the conduct described above in paragraph 5(i)(i) because the employee was engaged in Union leafleting and to discourage these and other protected, concerted activities.

(j) On (b)(6), 7(C) 2017, Respondent, by (b) (6), (b) (7)(C)

during a pre-shift meeting at Respondent's Facility:

- (i) told employees that they could not distribute stickers, leaflets, or pamphlets that were not approved by Respondent.
- (ii) threatened that Respondent would terminate employees if they passed out stickers, leaflets, or materials that were not approved by Respondent.
- (iii) (b) (6), (b) (7)(C) engaged in the conduct described above in paragraph 5(j) because employees engaged in Union activities and to discourage these and other protected, concerted activities.

(k) On (b)(6), 7(C) 2017, Respondent, by (b) (6), (b) (7)(C) attempted to prohibit an employee from discussing safety concerns with other employees and/or with the Union.

(l) On (b)(6), 7(C) 2017, Respondent, by (b) (6), (b) (7)(C) attempted to prohibit an employee from discussing safety concerns with other employees and/or with the Union.

(m) On (b)(6), 7(C) 2017, Respondent, by its Security Guards, including, but not limited to, Security Guards Nos. 5-6, restrained and coerced employees who were engaged in leafleting on Respondent's premises outside of Respondent's Facility by repeatedly asking them to produce their employee identification badges and/or telling them to leave Respondent's premises.

(n) On (b)(6), 2017, by (b)(7)(C) Security Guard No. 5, at (b)(6), (b)(7)(C) near the Door (b) entrance at Respondent's Facility, told an employee that the employee could not hand out flyers on Respondent's premises.

(o) On (b)(6), (b)(7)(C) 2017, by (b)(6), (b)(7)(C) Security Guard No. 6, outside the Door (b) entrance at Respondent's Facility:

- (i) on two occasions, instructed an off-duty employee to leave the premises.
- (ii) (b)(6), (b)(7) Security Guard No. 6 engaged in the conduct described above in paragraph 5(n)(i) because the employee because the employee was engaged in Union leafleting and to discourage these and other protected, concerted activities.

(p) On (b)(6), 2017, Respondent, by Respondent's (b)(6), (b)(7)(C) (b)(6), (b)(7)(C) during separate meetings with two employees, in the presence of (b)(6), (b)(7)(C) interrogated the employee about the employee's Union and/or protected, concerted activities and/or the Union and/or protected, concerted activities of other employees.

8.

By the conduct described above in paragraph 7, Respondent has been interfering with, restraining and coercing employees in the exercise of their rights guaranteed in Section 7 of the Act in violation of Sections 8(a)(1) of the Act.

9.

The unfair labor practices of Respondent described above affect commerce within the meaning of Sections 2(6) and (7) of the Act.

ANSWER REQUIREMENT

Respondent is notified that, pursuant to Sections 102.20 and 102.21 of the Board's Rules and Regulations, it must file an answer to the Consolidated Complaint. The answer must be **received by this office on or before September 14, 2017, or postmarked on or before September 13, 2017.** Respondent should file an original and four copies of the answer with this office and serve a copy of the answer on each of the other parties.

An answer may also be filed electronically through the Agency's website. To file electronically, go to www.nlr.gov, click on **E-File Documents**, enter the NLRB Case Number, and follow the detailed instructions. The responsibility for the receipt and usability of the answer rests exclusively upon the sender. Unless notification on the Agency's website informs users that the Agency's E-Filing system is officially determined to be in technical failure because it is unable to receive documents for a continuous period of more than 2 hours after 12:00 noon (Eastern Time) on the due date for filing, a failure to timely file the answer will not be excused on the basis that the transmission could not be accomplished because the Agency's website was off-line or unavailable for some other reason. The Board's Rules and Regulations require that an answer be signed by counsel or non-attorney representative for represented parties or by the party if not represented. See Section 102.21. If the answer being filed electronically is a pdf document containing the required signature, no paper copies of the answer need to be transmitted to the Regional Office. However, if the electronic version of an answer to a complaint is not a pdf file containing the required signature, then the E-filing rules require that such answer containing the required signature continue to be submitted to the Regional Office by traditional means within three (3) business days after the date of electronic filing. Service of the answer on each of the other parties must still be accomplished by means allowed under the Board's Rules

and Regulations. The answer may not be filed by facsimile transmission. If no answer is filed, or if an answer is filed untimely, the Board may find, pursuant to a Motion for Default Judgment, that the allegations in the Consolidated Complaint are true.

NOTICE OF HEARING

PLEASE TAKE NOTICE THAT on November 14, 2017, at 9:00 a.m., at the Oakland Regional Office of the National Labor Relations Board located at 1301 Clay Street, Suite 300N, Oakland, California 94612, and on consecutive days thereafter until concluded, a hearing will be conducted before an administrative law judge of the National Labor Relations Board. At the hearing, Respondent and any other party to this proceeding have the right to appear and present testimony regarding the allegations in this Consolidated Complaint. The procedures to be followed at the hearing are described in the attached Form NLRB-4668. The procedure to request a postponement of the hearing is described in the attached Form NLRB-4338.

DATED AT Oakland, California this 31st day of August 2017.


Valerie Hardy-Mahoney
Regional Director
National Labor Relations Board
Region 32
1301 Clay Street, Suite 300N
Oakland, CA 94612-5224

Attachments